

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
OXFORD DIVISION**

ARTHUR TAYLOR, JR.

PLAINTIFF

vs.

CAUSE NO. 3:15-cv-023-MPM-SAA

**STATE FARM FIRE AND CASUALTY
COMPANY, ET AL.**

DEFENDANTS/COUNTER-PLAINTIFF

vs.

ARTHUR TAYLOR, JR., ET AL.

COUNTER-DEFENDANTS

and

STATE FARM FIRE AND CASUALTY COMPANY

CROSS-PLAINTIFF

vs.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

CROSS-DEFENDANT

FINAL JUDGMENT OF DISMISSAL OF CERTAIN CLAIMS WITH PREJUDICE

It appearing to the Court that all matters and things in controversy between and among Arthur Taylor, Jr. (“Taylor”), State Farm Fire and Casualty Company (“State Farm Fire”), and First Tennessee Bank National Association (First Tennessee”) have been amicably compromised and settled, and that this cause and all claims herein between and among Taylor, State Farm, and First Tennessee should thus be dismissed with prejudice on the following terms;

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED as follows:

1. That this cause and all claims which have been or could have been made herein between and among Taylor, State Farm Fire, State Farm Mutual Automobile Insurance Company and First Tennessee, including, without limitation, those claims that have been or which could have been made in Taylor’s Complaint (D.E. 2), Taylor’s First Amended Complaint (D.E. 92), and the Crossclaim of State Farm Fire against First Tennessee (D.E. 96), should thus be, and are hereby, dismissed with prejudice, with each party

to pay its own attorney's fees, expenses, and costs. Discretionary costs shall be neither sought nor awarded.

2. State Farm Fire expressly reserves the right to pursue claims, causes of action, damages, or other relief against Lawrence and Margaret (Margie) Best, including, without limitation, those that are being asserted or that may be asserted in State Farm Fire's Counterclaim against the Bests (D.E. 96) or either of them and/or in State Farm Fire's motion for summary judgment against Lawrence Best (D.E. 141), which shall remain pending before the Court.

3. Taylor likewise expressly reserves his right to pursue claims, causes of action, damages, or other relief against the Bests, including, without limitation, those that are being asserted or that may be asserted in the suit pending between Taylor and the Bests in the Chancery Court of Panola County Mississippi, Docket No. S-13-07-135. Nothing contained in this Agreement shall prevent, limit, relinquish, or release such claims, damages, or other relief sought by Taylor against the Bests in said state court lawsuit. Taylor has not asserted any claims for relief against the Bests in this cause.

4. The previous interlocutory order of this Court dismissing State Farm Mutual Automobile Insurance Company without prejudice, D.E. 23, is hereby merged into this final judgment and all claims that have been or could have been made and which were thus dismissed are finally dismissed with prejudice.

5. State Farm Fire's pending motions, D.E. 48; 125 for summary judgment as to Taylor's claims are hereby dismissed as moot.

6. The settlement agreement, release and indemnity agreement between and among State Farm, Taylor, and Frist Tennessee is hereby incorporated herein by reference and the Court retains jurisdiction of same for purposes of enforcement of any term thereof.

7. Since this judgment is a final adjudication of all claims pending in this Court except those that are reserved by State Farm Fire against the Bests and those claims may be pursued and/or resolved independently of the claims among State Farm, Taylor and First Tennessee, the Court finds that there is no

just reason for delay in entry of final judgment fully resolving all claims between and among Taylor, State Farm and First Tennessee. Therefore the Court hereby certifies this judgment as a final judgment as to same pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

8. This case shall remain on the docket pending resolution of State Farm Fire's claims against the Bests.

SO ORDERED, this the 30th day of September, 2015.

/s/ MICHAEL P. MILLS
UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF MISSISSIPPI

APPROVED AND AGREED TO:

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